

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (hereinafter referred to as the “MSA”) is made as of this 20th day of May 2024 (“Effective Date”) between BC Services, Inc, (the “Company”), and The Town of Lyons (the “Client”). As specified herein and in such amendments and exhibits that may be incorporated from time-to-time, Client and Company (collectively the “Parties”) endeavor to pursue the relationship and common goal formed by this MSA.

Whereas Client desires to engage Company to handle certain services on behalf of Client and Company desires to accept such engagement offered by Client, and in consideration for the mutual obligations contained herein, the Parties each intending to be legally bound, hereby mutually covenant and agree as follows:

1. **Term.** This MSA shall be effective as of the Effective Date. Subject to the provisions of Section 2 of this MSA, this MSA shall remain in full force and effect for at least three (3) years beyond the Effective Date (the “Initial Term”).

2. **Termination.** Parties expressly agree that in the event of a termination pursuant to Section 2.2 or Section 2.3 of this MSA, the termination date of this MSA shall be the final day of the thirty (30) day notice period referenced in Section 2.2 or Section 2.3 of this MSA. Parties further agree that in the event of a termination for any reason other than pursuant to Section 2.2 or Section 2.3 of this MSA, the termination date shall be the final day of the ninety (90) day notice period referenced in Section 2.1 of this MSA.

2.1 **After the Initial Term.** After the expiration of the Initial Term, either party may at any time, for any or for no reason, terminate this MSA upon ninety (90) days’ written notice to the other party. At the end of the Initial Term, unless the parties have renegotiated an additional term for this MSA, this MSA shall remain in full force and effect until terminated pursuant to the provisions of this Section 2.

2.2 **Termination by Client for Breach.** In the event of a claimed material breach by Company of any provision of this MSA, Client shall give Company written notice of the alleged material breach. Company shall have thirty (30) days from the date of any written notice of breach to cure the alleged breach. In the event Company cures the alleged breach within the thirty (30) day time period, this MSA shall remain in full force and effect. In the event that Company fails to cure the alleged breach within the thirty (30) day time period, this MSA shall terminate.

2.3 **Termination by the Company for Breach.** In the event of a claimed material breach of any provision of this MSA by Client, Company shall give Client written notice of the alleged material breach. Client shall have thirty (30) days from the date of any written notice of breach to cure the alleged breach. In the event Client cures the alleged breach within the thirty (30) day time period, this MSA shall remain in full force and effect. In the event that Client fails to cure the alleged breach within the thirty (30) day time period, this MSA shall terminate.

2.4 Accounting of Payments After Termination. Within thirty (30) days after termination of this MSA by any party, for any reason, or for no reason at all, both parties shall deliver to the other a complete accounting of all payments received directly by Client on all accounts placed for collection with Company during the term of this MSA.

3. Statement of Work. Company to provide services as described in Exhibit A Statement of Work.

4. Representations and Warranties of the Company. Company hereby represents and warrants to Client as follows:

4.1 Organization and Authority. Company is a limited liability company validly organized under the laws of the State of Colorado and has all requisite power and authority to enter into this MSA and to perform its obligations hereunder. This MSA has been duly executed and delivered by Company and constitutes a legal, valid and binding obligation of Company, enforceable against it in accordance with its terms.

4.2 Warranties. Company warrants that it is licensed, bonded and insured according to the requirements of the State of Colorado. Company warrants that it, its agents and employees, will comply in all respects with all applicable federal, state and local laws, including but not limited to the requirements of the Fair Debt Collection Practices Act and all applicable state collection laws.

4.3 Insurance. Company shall maintain general liability, professional liability and statutory bonding insurance as is required for Company to conduct business and/or as may be required by federal or state law.

4.4 Proof. Within ten (10) days of a request, Company shall provide Client with proof of licensure, bonding and/or insurance coverage.

4.5 Corporate Compliance. Company has in place a Code of Conduct ("Code"), the goal of which is to ensure that all federal, state, and local laws and regulations are followed. It includes a commitment to uphold a high standard of ethical and legal business practices and to prevent misconduct. Through the implementation of this Agreement, each party acknowledges the commitment to corporate compliance and agrees to conduct all transactions which occur pursuant to this Agreement in accordance with the underlying philosophy and objectives of the Code. Any compliance violations will be considered a material breach of this Agreement.

4.6 Services Warranty. Company warrants that the Services will be performed with best efforts, in a diligent and competent manner consistent with industry standards. Should the Services not conform to this warranty, Client shall notify Company in writing, specifying the non-conformance in details, and Company shall promptly correct the non-conformance. Company employees shall conduct collection activities on behalf of Client in a professional manner in accordance with all applicable laws, and under no circumstances may such

employees use abusive, harassing, oppressive, false, deceptive or misleading language or collection procedures when attempting to collect an account on behalf of Client.

5. Representations and Warranties of Client. Client hereby represents and warrants to Company as follows:

5.1 Organization and Authority. Client has all requisite power and authority to enter into this MSA and to perform its obligations hereunder. This MSA has been duly executed and delivered by Client and constitutes a legal, valid and binding obligation of Client, enforceable against it in accordance with its terms.

6. Payment of Fees. The Company shall submit a monthly invoice to Client detailing the fees due from Client to the Company in accordance with the rates set forth in the Statement of Work in Exhibit A. Client agrees to be invoiced and pay all applicable charges as outlined in the Statement of Work and this MSA. All payments for undisputed invoices are due net 30 days from the date of the invoice. Company may charge interest on such sums from the due date for payment until payment is made accruing on a daily basis and compounded monthly at the rate of one- and one-half percent (1.5%) per month or such maximum annual interest rate permitted by law, whichever is less. Company may also suspend the performance of the services in the SOW or herein for so long as any payment remains due and unpaid.

7. Tax Reporting. Client acknowledges that Company is only obligated to report taxes on its fees, and that Company shall not be obligated to collect, remit, or report any taxes required to be collected, paid, or withheld in connection with the accounts. Specifically, to the extent any forgiveness of debt could be construed as income for the debtor, Company will not issue any tax document or offer an opinion as to the tax consequences to any such accountholder.

8. Confidentiality. Parties agree to keep all of the terms of this MSA strictly confidential, including without limitation, the compensation terms contained in this MSA and any SOW's or other codicils or addendums. Parties further agree to maintain the confidentiality of any confidential information and/or trade secrets that they may learn about each other throughout the course of this MSA, including without limitation, the terms of any contracts that the other party may have with any third parties. Company agrees to keep all PHI received from, or created or received by Company on behalf of Client confidential except as necessary for Company to perform its duties pursuant to the terms of this MSA. The duties of the parties detailed in this MSA shall continue in full force and effect for a period of two (2) years after termination of this MSA for any reason, except for Company's duty to maintain the confidentiality of PHI which shall continue forever, unless disclosure of such information should be allowed or required by law.

9. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed within the continental United States by first-class certified mail, return receipt requested, postage prepaid, addressed as follows:

A) If to Company, to:

BC Services, Inc.
Attn: Chris Gaddis
550 Disc Dr.
Longmont, Colorado 80503

B) If to Client, to:

The Town of Lyons
Attn: Dolores Vasquez
PO Box 49
Lyons, CO. 80540

Such addresses may be changed by written notice sent to the other party at the last recorded address of that party.

10. **No Assignment.** Except as may specifically be provided in this MSA to the contrary, this MSA shall inure to the benefit of and be binding upon Parties and their respective legal representatives, successors, and assigns. Except as otherwise expressly provided herein, this MSA is not assignable by any party without the prior written consent of the other party.

11. **Independent Contractor Status.** Parties agree that in performing their respective duties under this MSA, Company is acting as an independent contractor of Client. Nothing contained herein is intended, nor shall it be construed, to create a joint venture relationship, a partnership, or an employer-employee relationship between the parties.

12. **Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this MSA shall not operate as or be construed to constitute a waiver of any subsequent breach of the same or another provision.

13. **Voluntary Agreement.** Company and Client warrant and represent that this MSA is executed voluntarily with full knowledge of the consequences and implications of their obligations contained herein, and that they have carefully and thoroughly reviewed this MSA in its entirety.

14. **Execution In Counterparts.** This MSA may be executed by the parties hereto in any number of counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument, and all signatures need not appear on any one counterpart. If executed in counterparts, this MSA will be as effective as if simultaneously executed.

15. **Governing Law and Venue.** This MSA shall be construed and interpreted in accordance with and governed by the laws of the State of Colorado. Company and Client hereby expressly agree that any action to interpret, construe, or enforce this MSA shall be brought in the District Court in and for the City and County of Denver, in the State of Colorado.

16. **Indemnification.** Company will hold harmless and indemnify Client, its parent and affiliated companies and their respective officers, directors, employees, contractors, and agents (each, an “Indemnified Party”) against any and all claims, direct loss, liability, damage, or expense (“Claim”), including actual attorneys’ fees reasonably incurred, for breach of confidentiality, and the negligent acts or omissions, or willful misconduct of Company and its employees, contractors, or agents.

17. **Enforcement.** If either party resorts to legal action to enforce or interpret any provision of this MSA the prevailing party shall be entitled to recover the costs and expenses of the action, including without limitation, reasonable attorneys’ fees.

18. **Severability.** If any provision of this MSA shall be adjudged by any court of competent jurisdiction to be invalid or unenforceable for any reason, such judgment shall not affect, impair or invalidate the remainder of this MSA.

19. **Entire Agreement.** This MSA embodies the entire agreement of the parties hereof and supersedes all other oral or written agreements or understandings between them regarding the subject matter hereof. No change, alteration or modification hereof may be made except in writing, signed by each of the parties hereto.

20. **Headings Descriptive.** The headings of the several sections of this MSA are intended for convenience only and shall not in any way affect the meaning or construction of any of this MSA.

21. **Change of Law.** Parties agree to modify any term of this MSA at any time if it is determined that the inclusion of any term of this MSA or the omission of any term from this MSA violates any federal or state law or regulation.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this MSA as of the day and year first above written.

BC Services, Inc

By

Chris Gaddis

(print name)

CEO

Position

5/16/24
(date)

The Town of Lyons

By:

(print name)

Position

(date)